Goodrich v. *Dobson*, 43 Conn. 576. A's claim is, nevertheless, absolute, and must be paid by cash or set-off; hence it is a part of his assets to which the general creditors are entitled. It cannot be said that a claim to which there is no defense is of no value merely because the debtor may invoke his right to set-off. On the other hand, it may be urged that A, by receiving the money, fraudulently permitted B to destroy his set-off and therefore held it in trust, as when a bankrupt receives goods knowing of his insolvency. In the latter case, however, the bankruptcy would be a good ground for refusal to deliver, while in the present case, again applying the same reasoning, A had an absolute right to receive payment, either by cash or set-off, which should be devoted to the interests of the general creditors.

BANKRUPTCY — PRIORITY OF CLAIMS — INFANT'S CLAIM AFTER AVOIDANCE OF CONTRACT. — An infant obtained a bill of sale from a bankrupt to secure advances previously made, and after his claim of preference by virtue of such bill of sale had been disallowed, he elected to avoid his contract and claimed the whole amount advanced, on the ground of his infancy. *Held*, that he is entitled only to claim as a general creditor. *In re Huntenberg*, 153 Fed. 768 (Dist. Ct., E. D. N. Y.).

A creditor who has received a preference and has been compelled by judgment to surrender it, may nevertheless prove his claim against the estate. *Keppel* v. *Tiffin Savings Bank*, 197 U. S. 356; see 19 HARV. L. REV. 59. And the avoidance of his contract by an infant who has advanced money is effective only to constitute him a creditor for the amount, which he may immediately recover in assumpsit. See *Robinson* v. *Weeks*, 56 Me. 102. His claim, in such an event, does not appear superior to that of the ordinary creditor. Consequently, as infancy is not a ground for priority in payment from the estate under § 64 of the Bankruptcy Act, which provides for priorities, the result reached in the present case seems eminently sound.

BANKRUPTCY — PROVABLE CLAIMS — PROOF AFTER TERMINATION OF COLLATERAL LITIGATION. — An attachment suit pending at the time of bankruptcy against the bankrupt at the suit of a creditor did not terminate within a year and thirty days after the adjudication. *Held*, that the creditor is entitled to prove his claim after the termination of the suit. *In re Baird*, 154 Fed. 215 (Dist. Ct., E. D. Pa.).

§ 57 *n* of the Bankruptcy Act of 1898 provides that "claims shall not be proved against a bankrupt estate subsequent to one year after the adjudication; or if they are liquidated by litigation and the final judgment therein is rendered within thirty days before or after the expiration of such time, then within sixty days after the rendition of such judgment." The court in the present case expressly defers to the authority of a recent case which interpreted this exception clause to mean, "if . . . the final judgment therein is rendered within thirty days before the expiration of such time, or at any time thereafter." *Powell* v. *Leavitt*, 150 Fed. 89. This departure from the explicit and unambiguous terms of an exception clause, evidently intended to be prohibitory and to ensure a speedy settlement of the estate, is in violation of the first principles of statutory construction requiring strict interpretation of such clauses. See *U. S.* v. *Dickson*, 15 Pet. (U. S.) 141, 165. If provision is needed for such a contingency as the case presents, it is a matter for legislative discretion, not for extraordinary judicial license.

CARRIERS — CONNECTING LINES — THROUGH RATES. — Goods were shipped on a through bill of lading over connecting railroads which did not give joint through rates. While the goods were in transit over the first railroad, the second lowered its rates. *Held*, that the shipper must pay the combined rate existing at the time he shipped and cannot take advantage of the reduction. *In the Matter of Through Routes and Through Rates*, 12 Interst. C. Rep. 190.

When two railroads have agreed to establish through routes between points in separate states, the charge they make is to be regarded as a unit. See *Brady* v. *Penn. Ry. Co.*, 2 Interst. C. Rep. 78. Recognition of a through bill of